as well as to the corporation, reaches the seemingly inconsistent result of giving the wrongdoer equitable relief.

USURY — FORFEITURES — RELEASE OF RIGHT TO SUE FOR PENALTY. — In an action to recover for usury paid, the defendant pleaded a release of all claims for usury. The consideration for the release was a fresh usurious loan. *Held*, that the release is binding. *Cotton* v. *Beatty*, 162 S. W. 1007 (Tex.).

The right to recover usury paid may be waived by a release given for good consideration. *Broadwell's Adm'rs* v. *Lair*, 10 B. Mon. (Ky.) 220; *Wing* v. *Peck*, 54 Vt. 245. When, however, as in the principal case, the consideration for the release is a fresh usurious loan, the whole transaction should be void, and the release should be ineffective. *International Building & Loan Ass'n* v. *Biering*, 86 Tex. 476, 25 S. W. 622. Indeed, releasing the claim is in effect an added sum paid for the fresh loan and might well in itself change a legal rate of interest into an usurious rate. *Cf. Schroeppel* v. *Corning*, 5 Denio (N. Y.) 236, 247. The result of the principal case is to cure usury with usury. It seems indeed strange that a court should be deceived by so transparent a device for evading the law.

WILLS — CONSTRUCTION — PARTICULAR WORDS: "CHILDREN" HELD TO MEAN ONLY LEGITIMATE CHILDREN. — The testatrix by will left property in trust for "all or any the children or child" of her brother. He had six illegitimate children by a woman who was commonly accepted as his wife, and two legitimate children by a subsequent marriage. The testatrix supposed the children were all legitimate. *Held*, that only the two legitimate children are entitled. *In re Pearce. Alliance Assurance Co.* v. *Francis*, [1914] 1 Ch. 254 (C. A.).

The principal case illustrates the operation of the well-established rule of construction that the word "children" in a will means, *prima facie*, legitimate children. *Cartwright* v. *Vawdry*, 5 Ves. 530; *Collins* v. *Hoxie*, 9 Paige (N. Y.) 81; *Heater* v. *Van Auken*, 14 N. J. Eq. 159. See 2 JARMAN ON WILLS, 5 Am. ed., 786, 6 Eng. ed., 1748; 2 WILLIAMS ON EXECUTORS, 7 Eng. ed., 1099. The cases, however, allow this presumption to be rebutted in but two ways. The illegitimate may take if the language of the will shows such an intent, either expressly, or by necessary implication, as, for example, "all the children of her body." *Sullivan* v. *Parker*, 113 N. C. 301, 18 S. E. 347. See *Hill* v. *Crook*, L. R. 6 H. L. 265, 283. Mention of the children by name is likewise an example of this class. *Meredith* v. *Farr*, 2 Y. & C. Ch. 525; *Williams* v. *MacDougall*, 39 Cal. 80. Or the presumption may be overcome if there are no legitimate children, and the particular legacy or devise would otherwise fail. *In re Eve*, [1909] 1 Ch. 796; *Gardner* v. *Heyer*, 2 Paige (N. Y.) 11. See *Hill* v. *Crook*, *supra*, 282. But the House of Lords refused to include within the latter class a case where the testator, when the will was made, might possibly have contemplated lawful children, although none in fact were ever born. *Dorin* v. *Dorin*, L. R. 7 H. L. 568. See *Ellis* v. *Houston*, L. R. 10 Ch. Div. 236, 243. Extrinsic evidence of intent to include illegitimates is generally held inadmissible. *Ellis* v. *Houston*, *supra*; *Collins* v. *Hoxie*, *supra*. Thus the court here was clearly bound by authority. As an original question, however, it would seem that this presumption should be rebuttable by evidence of the circumstances under which the will was executed. See *In re Scholl's Estate*, 100 Wis. 650, 661, 76 N. W. 616, 619; 4 WIGMORE, EVIDENCE, § 2463.

WITNESSES — IMPEACHMENT — CHARACTER EVIDENCE TO SUSTAIN WITNESS IMPEACHED BY ADMISSION OF FORMER CONVICTION ON CROSS-EXAMINA-